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CLERK U.S. DISTRICT COURT
CENTRAL DISTRICT OF CALIF.
LOS ANGELES

LIAM J. GARLAND (STATE BAR NO. 215466)
NISHA N. VYAS (STATE BAR NO. 228922)
DANNY Y. YOO (STATE BAR NO. 251574)
520 S. Virgil Ave., Suite 400
Los Angeles, CA 90020
TEL: (213) 387-8400
FAX: (213) 381-8555
dyoo@hrc-la.org

Attorneys for Plaintiff Maria L. Gomez

IN THE UNITED STATES DISTRICT COURT
FOR THE CENTRAL DISTRICT OF CALIFORNIA

UNITED STATES OF AMERICA *ex*
rel. MARIA L. Gomez, an individual,

Plaintiff,

v.

ELIAS BARHOUM; JAMES
MALOOF, aka JAMES MALOOF,
aka JIM MALOOF; JUANA
VELAZQUEZ,

Defendants.

FILED UNDER SEAL

(pursuant to 31 U.S.C. § 3730(b)(2))

Case No.:

CV 08-03500 AHM

COMPLAINT FOR DAMAGES,
INJUNCTIVE AND DECLARATORY
RELIEF (RCx)

Claims for Relief:

1. False Claims Act; 31 U.S.C. § 3729
2. Excess Rent Charge – Actual Overcharge; Los Angeles Municipal Code §§ 151.04(A), 151.05(C); Cal. Civil Code § 1947.11(a)
3. Excess Rent Charge – Reduction in Services; Los Angeles Municipal Code § 151.02
4. Discrimination – Refusal to Grant Reasonable Accommodation; Federal Fair Housing Act, 42 U.S.C. § 3601 *et seq.*

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5. **Discrimination – Refusal to Grant Reasonable Accommodation;** California Fair Employment and Housing Act, Cal. Gov't Code § 12900 *et seq.*
6. **Discrimination in Operation of Business Establishment;** California Unruh Civil Rights Act, Cal. Civil Code § 52.
7. **Unlawful Business Practices;** Cal. Bus. & Prof. Code § 17200 *et seq.*
8. **Negligence**

INTRODUCTION

1. Plaintiff Maria L. Gomez rented residential property from Defendants Elias Barhoum and James Malouf, pursuant to a federally regulated rent subsidy program known as the Section 8 Tenant Based Housing Choice Voucher Program ("Section 8"). Despite suffering from physical and mental disabilities which have left her unemployed, generally immobile, and reliant on government aid, Ms Gomez has been a tenant for more than a decade, pays her rent on time, and does not cause trouble for any of her neighbors.

2. Defendants Barhoum and Malouf own several apartment buildings throughout Los Angeles County. They, and their property manager Defendant Juana Valezquez, chose to take advantage of Ms Gomez and her physical and mental disabilities by forcing her to pay excess illegal rent for the past three years. That is, Defendants have demanded more rent than the rent ceiling established by federal, state and local law. They threatened her with eviction if she did not pay the unauthorized rent, and finally effectively evicted her by failing to fix major water leakage and to fumigate the apartment as required by Section 8 regulations. Needless to say, this has substantially reduced the value of her leasehold interests.

1 unemployed and unable to be gainfully employed. As a result, Ms. Gomez is one of
2 approximately 20,000 tenants receiving Section 8 federal housing vouchers from the
3 Housing Authority of the City of Los Angeles ("HACLA"). Many families and
4 individuals wait years to obtain a housing voucher.

5 10. Defendants Elias Barhoum and James Malouf are and have been the co-
6 owners of the seven-unit subject property at all relevant times herein.

7 11. Defendant Juana Velazquez has been employed by Defendants Barhoum
8 and Malouf as the off-site manager of the subject property since at least 2002. At all
9 times herein relevant, Defendant Velazquez was acting within the scope of her
10 employment or agency on behalf of Defendants Barhoum and Malouf.

11 12. Defendants Barhoum, Malouf, and Velazquez (collectively "Defendants")
12 were the agent, employee, partner, co-conspirator, or other authorized representative of
13 the other, and, in committing the acts and omissions alleged hereinafter, were acting
14 within the scope of their agency, employment, partnership, conspiracy, or other
15 authorized representation. Whenever and wherever reference is made in this Complaint
16 to any acts of Defendants, such allegations and reference shall also be deemed to mean
17 the acts of each defendant acting individually, jointly or severally.

18 **FACTUAL ALLEGATIONS**

19 **General Allegations**

20 13. At all relevant times herein, Ms. Gomez has been the tenant and resident of
21 Apartment No. 3 at 315 South Avenue 55, Los Angeles, California, 90042 ("subject
22 property"). Ms. Gomez has resided at this two-bedroom apartment for approximately
23 eight years. During this time, Ms. Gomez was a recipient of housing assistance from
24 HACLA under the Section 8 Program.

25 14. Ms. Gomez is informed and believes and based thereon alleges that at all
26 times herein relevant Defendants have acted in concert in their capacities as owners,
27 lessors and/or managers of the apartment building at the subject property to violate her
28

1 rights. As owners and managers of residential rental property, Defendants at all times
 2 relevant herein were under a duty of care to take reasonable measures to assure that Ms.
 3 Gomez was not exposed to unreasonable risk of harm and/or interference of her right to
 4 quiet enjoyment of the premises, to comply with all applicable codes, laws and
 5 contractual obligations relating to rent control, fair housing, and health and safety, to
 6 respect Ms. Gomez's rights to protection from wrongful threats of eviction, and generally
 7 to refrain from conduct reasonably likely to cause damage to her.

8 **Defendants' Collection of Excess Rent**

9 15. The United States government instituted the Section 8 Tenant Based
 10 Housing Choice Voucher Program ("Section 8") to assist low-income families to secure
 11 decent, affordable rental housing. The Department of Housing and Urban Development
 12 ("HUD") administers the program and enters into annual contribution contracts with
 13 public housing agencies such as Housing Authority of the City of Los Angeles
 14 ("HACLA").

15 16. HACLA then enters into a HUD-approved contract, known as a Housing
 16 Assistance Payments Contract, with the landlord to make monthly housing assistance
 17 payments on behalf of the eligible tenant. The Housing Assistance Payments Contract
 18 establishes a monthly rental amount, which the HACLA pays directly to the landlord. It
 19 may also provide that the tenant pay a supplemental rent, which is typically 30% of her
 20 adjusted income. Most importantly, HACLA computes the maximum rent in accordance
 21 with HUD guidelines, whether paid solely by HACLA or by HACLA and the tenant.

22 17. Ms. Gomez and Defendants entered into a Housing Assistance Payment
 23 Contract ("Contract") with HACLA on October 27, 2000 that established a maximum
 24 rent of \$725. A HUD-prescribed tenancy addendum is incorporated into Ms. Gomez's
 25 lease agreement with Defendants. The addendum provides that the owner may not
 26 demand or accept any rent that exceeds the tenant's contribution. It also provides that the
 27 owner must immediately return any excess rent payment to the tenant. *See* 24 C.F.R. §§
 28

1 982.308(b)(2) and (f). Under this addendum, Ms. Gomez may enforce against the owner
2 any right or remedy, and the terms of the addendum prevail over any conflicting lease
3 term

4 18. Therefore, by HUD rules, Defendants could not charge or collect more rent
5 than \$725 per month for the unit during Ms. Gomez's tenancy. Over the course of
6 Plaintiff's tenancy, Defendants made multiple requests to HACLA to increase the total
7 monthly rent. All such requests were denied.

8 19. Defendants further agreed in the Contract that endorsement of a HACLA
9 check was certification that, except for the HACLA check and any tenant rent provided
10 for in the Contract, "the owner has not received and will not receive any payments or
11 other consideration (from the Family, the PHA, HUD or any other public or private
12 source) as rent for the Contract Unit."

13 20. Yet Defendants forced Ms. Gomez under the threat of eviction to pay in
14 excess of her share of the rent in each month from August 2004 to October 2007. During
15 this time, Ms. Gomez's share of the rent was \$24,280, but Defendants illegally collected
16 \$32,742.10 from her. Over the course of 39 consecutive months—a period over **three**
17 years, Defendants collected a total of approximately \$8,462.10 in excess, illegal rent from
18 Ms. Gomez.

19 **Defendants' Refusal to Provide Reasonable Accommodation**

20 21. In 1993, Ms. Gomez had a Cocker Spaniel dog, named Champagne. She
21 needed the dog as a companion animal to aid coping with the symptoms of her
22 disabilities. Champagne often woke her up when she needed to take her medications.
23 Also, having a dog gave her companionship, joy, motivation and reason to get up and
24 walk despite her arthritis and obesity. In July 2005, Ms. Gomez's best friend passed
25 away and her daughter moved out. Then in October 2005, Champagne passed away as
26 well, after twelve years as loyal companion to Ms. Gomez. Experiencing these personal
27 losses caused Ms. Gomez to become depressed. In or about December 2005, Ms. Gomez
28

1 got another Cocker Spaniel named Sandy to help her with her depression.

2 22. Ms. Gomez has been receiving treatment and medication for depression
3 since at least December 2005, when she became a patient at Northeast Mental Health,
4 Los Angeles County Department of Mental Health. Her psychiatric social worker at that
5 facility, Louis F. Suncin, ACSW/M.S.W., wrote a letter dated October 1, 2007,
6 explaining Ms. Gomez's condition and why she needs a companion animal to deal with
7 her mental disabilities. His letter stated:

8 It is therapeutically imperative that [Ms. Gomez] be able to keep her
9 companion animal as the relationship she has developed with her dog helps
10 ameliorate some of her entrenched symptoms. My client is obese and this
11 relationship assists the client to get out of bed (when she feels inclined to
12 remain in it all day), to take care of the dog by feeding it and walking it, a
13 limited but important physical activity that benefits the client by giving her a
sense of purpose and responsibility. . . . It is important to her mental health
that she keeps her dog.

14 23. In or about January 2006, Defendants told Ms. Gomez that she could not
15 have the dog in her apartment. Ms. Gomez informed Defendants that she needed the dog
16 for her depression, but Defendants insisted that she could not keep the dog in the
17 apartment.

18 24. Defendants represented to Ms. Gomez that they had the power and legal
19 authority to either refuse to allow her to keep the dog or to charge extra rent for the dog.
20 Defendants told Ms. Gomez that she could keep the dog in the apartment on condition
21 that she pay an additional \$100 per month. By charging a \$100 penalty for a dog that is
22 part of Ms. Gomez's therapy, Defendants took advantage of Ms. Gomez's disability. She
23 reasonably relied on her landlords' representation of their legal authority to do this, and
24 she reasonably feared that she would immediately lose her therapy animal if she refused
25 to pay the extra rent. Under duress and intimidation, Ms. Gomez reluctantly paid
26 Defendants an extra \$100 per month for all of 2007 in exchange for the Defendants'
27 permission to keep the dog.
28

Defendants' Failure Repair Ms Gomez's Unit

25. Ms. Gomez's apartment has failed several Section 8 Annual Inspections over the past several years. One inspection report identified "MAJOR" problems with the unit. HACLA threatened on several occasions to stop payments to the landlord until the landlord made the necessary repairs.

26. At the time Ms. Gomez moved into her apartment at the subject property in 2000, Defendants told Ms. Gomez that the carpet in her apartment was new. Unfortunately, Ms. Gomez's apartment experienced major water leaks throughout her tenancy. Until 2007, Ms. Gomez washed the carpet at least three times at the request of Section 8 inspectors.

27. The situation became unbearable in 2007. At one point, water leaked through the walls, ceiling and floor, soaking the carpet and causing nauseous and filthy odors to permeate the entire apartment. Defendants came by the apartment to assess the water damage and told Ms. Gomez that there must be a leaky pipe in the plumbing system. Ms. Gomez asked Defendants to replace the carpet, but Defendants told her to go ahead and fix it herself. Eventually, Ms. Gomez paid \$600-\$700 out of her own pocket to remove the soggy carpet. Then, on or about the second week of October 2007, Defendants told Ms. Gomez that she can get in trouble for removing the carpet.

28. On or about November 26, 2007, Ms. Gomez contacted a Section 8 worker who informed her that her apartment would be re-inspected on December 12, 2007, and that if the landlord did not make the necessary repairs, including installing a new carpet, the unit would not pass the inspection and the Section 8 contract would be cancelled.

29. On or about January 3, 2008, Defendants told Ms. Gomez during a phone conversation that he would install a new carpet in the apartment only if Ms. Gomez signed an agreement waiving her right to sue for any excess rent he had collected from her.

PLAINTIFFS' CAUSES OF ACTION

1 30. Plaintiffs' first three claims for relief are based on the Defendants'
2 collection of unauthorized rent, which violates the federal False Claims Act and
3 municipal codes. The next three claims for relief are based on Defendants' refusal of a
4 reasonable accommodation, which violates federal and state fair housing laws. The final
5 two claims are based on other state laws.

6 **FIRST CLAIM FOR RELIEF**

7 **Violation of False Claims Act; 31 U.S.C. § 3729**

8 **(UNITED STATES *ex rel* Maria Gomez Against**

9 **Defendants Barhoum and Malouf)**

10 31. Plaintiff realleges and incorporates by reference paragraphs 1 through 30 of
11 this complaint, and makes them a part hereof as though fully set forth herein.

12 32. The False Claims Act ("FCA") provides that any person who "knowingly
13 presents . . . a false or fraudulent claim for payment or approval" to the United States is
14 liable on each such claim for a civil penalty of not less than \$5,500 and not more than
15 \$11,000, plus three times the amount of damages sustained by the United States. In
16 addition, any person who violates the FCA is liable for the costs of the civil action
17 brought to recover such penalty or damages. 31 U.S.C. §3729(a); 28 C.F.R. 85.3(a)(9).

18 33. Defendants agreed in paragraphs 5(e) and 5(f) of the Tenancy Addendum:

19 e. The owner may not charge or accept, from the family or from
20 any other source, any payment for rent of the unit in addition to
21 the rent to owner. Rent to owner includes all housing services,
22 maintenance, utilities and appliances to be provided and paid by
the owner in accordance with the lease.

23 f. The owner must immediately return any excess rent payment
24 to the tenant.

25 34. In violation of this agreement, Defendants knowingly endorsed and
26 presented to the United States for payment 39 separate housing assistance checks totaling
27 \$8,966.00, while receiving rent payments from Maria Gomez in excess of the rent as
28

1 fixed by HACLA.

2 35. Defendants' endorsement and presentment of each housing assistance
3 payment check for each month while they knowingly received unlawful excess rent from
4 Plaintiff constitutes a separate false claim or representation against the United States.

5 36. Defendants knowingly made or used, or caused to be made or used, false
6 records or statements to get false or fraudulent claims paid or approved by officials of the
7 United States Government in violation of 31 U.S.C. §3729(a)(2).

8 37. The United States suffered damages because the housing assistance
9 payment money which HUD disbursed to HACLA for payment to Defendants under the
10 Section 8 Program on behalf of Plaintiff Gomez would not have been paid to the
11 Defendants absent their false claims and misrepresentations.

12 **SECOND CLAIM FOR RELIEF**

13 **Violation of Los Angeles Municipal Code §§ 151.04 and 151.05(C); California Civil**
14 **Code § 1947.11(a)**

15 **(Ms. Gomez Against All Defendants)**

16 38. Plaintiff realleges and incorporates by reference paragraphs 1 through 37 of
17 this complaint, and makes them a part hereof as though fully set forth herein.

18 39. California Civil Code § 1947.11(a) provides:

19 In any city, county, or city and county which administers a system of
20 controls on the price at which residential rental units may be offered for rent
21 or lease and which requires the registration of rents, upon the establishment
22 of a certified rent level, any owner who charges rent to a tenant in excess of
23 the certified lawful rent ceiling shall refund the excess rent to the tenant
24 upon demand. If the owner refuses to refund the excess rent and if a court
25 determines that the owner willfully or intentionally charged the tenant rent in
26 excess of the certified lawful rent ceiling, the court shall award the tenant a
27 judgment for the excess amount of rent and may treble that amount. The
28 prevailing party shall be awarded attorney's fees and court costs.

40. Los Angeles Municipal Code § 151.02 specifically provides that rental

1 property falling under the jurisdiction of the Rent Ordinance include "rental units for
 2 which rental assistance is paid pursuant to the Housing Choice Voucher Program codified
 3 at 24 CFR part 982 . . . those units are subject to the provisions of this article to the fullest
 4 extent allowed by law."

5 41. Los Angeles Municipal Code § 151.04(A) makes it "unlawful for any
 6 landlord to demand, accept or retain more than the maximum adjusted rent permitted
 7 pursuant to this chapter or regulation or orders adopted pursuant to this chapter."

8 42. Los Angeles Municipal Code § 151.05(C) further states:

9 The landlord shall maintain records setting forth the maximum rent for each
 10 rental unit. Each landlord who demands or accepts a higher rent than said
 11 maximum rent shall inform the tenant or any prospective tenant of the rental
 12 unit in writing of the factual justification for the difference between said
 13 maximum rent and the rent which the landlord is currently charging or
 14 proposes to charge.

15 43. Defendants have knowingly demanded, accepted or retained from Ms.
 16 Gomez more rent than the rent ceiling without providing Ms. Gomez with written notice
 17 explaining the factual justification for each proposed difference in rent.

18 44. Ms. Gomez paid the illegal excess rent to Defendants. As a result, she
 19 suffered monetary loss in the amount of approximately \$8,462.10.

20 **THIRD CLAIM FOR RELIEF**

21 **Violation of Los Angeles Municipal Code § 151.02**

22 **(Ms. Gomez Against All Defendants)**

23 45. Plaintiff realleges and incorporates by reference paragraphs 1 through 44 of
 24 this complaint, and makes them a part hereof as though fully set forth herein.

25 46. Los Angeles Municipal Code § 151.02 defines a rent increase for purposes
 26 of the Rent Ordinance as "[a]n increase in rent *or any reduction in housing services*
 27 where there is not a corresponding reduction in the amount of rent received." (emphasis
 28 added).

1 47. Los Angeles Municipal Code § 151.02 also defines "Housing Services" as
2 "Services connected with the use or occupancy of a rental unit including, but not limited
3 to, utilities (including light, heat, water and telephone), *ordinary repairs or replacement*,
4 and maintenance, including painting. This term shall also include the provision of
5 elevator service, laundry facilities and privileges, common recreational facilities, janitor
6 service, resident manager, refuse removal, *furnishings*, food service, parking and any
7 other benefits privileges or facilities."

8 48. Defendants had actual and constructive notice of the decreases in housing
9 services by not repairing her unit, but did not grant Ms. Gomez corresponding reductions
10 in rent.

11 49. By failing to reduce Ms. Gomez's rent to compensate for the decreases in
12 housing services at the Premises, Defendants have charged rent which exceeds the
13 limitations set forth in the Rent Ordinance.

14 **FOURTH CLAIM FOR RELIEF**

15 **Violation of Federal Fair Housing Act; 42 U.S.C. § 3604 *et seq.***

16 **(Ms. Gomez Against All Defendants)**

17 50. Plaintiff realleges and incorporates by reference paragraphs 1 through 49 of
18 this complaint, and makes them a part hereof as though fully set forth herein.

19 51. The Fair Housing Act provides that discrimination on the basis of disability
20 includes "a refusal to make reasonable accommodations in rules, policies, practices, or
21 services, when such accommodations may be necessary to afford such person equal
22 opportunity to use and enjoy a dwelling." 42 U.S.C. § 3604(f)(3)(B).

23 52. Ms. Gomez made a reasonable accommodation request to have her therapy
24 animal occupy her dwelling.

25 53. Defendants refused plaintiff's reasonable accommodation requests in
26 violation of the federal Fair Housing Act by charging a rent surcharge for Ms. Gomez's
27 therapy animal.

FIFTH CLAIM FOR RELIEF

**Violation of California Fair Employment and Housing Act; Cal. Gov. Code §§
12927(c)(1), 12955(a) and (d).**

(Ms. Gomez Against All Defendants)

54. Plaintiff realleges and incorporates by reference paragraphs 1 through 53 of this complaint, and makes them a part hereof as though fully set forth herein.

55. The Fair Employment and Housing Act provides that discrimination on the basis of disability “includes refusal to make reasonable accommodations in rules, policies, practices, or services when these accommodations may be necessary to afford a disabled person equal opportunity to use and enjoy a dwelling.” CAL. GOV. CODE § 12927(c)(1).

56. Ms. Gomez made a reasonable accommodation request to have her therapy animal occupy her dwelling.

57. Defendants refused plaintiff’s reasonable accommodation requests in violation of the Fair Employment and Housing Act by charging a rent surcharge for Ms. Gomez’s therapy animal.

SIXTH CLAIM FOR RELIEF

Violation of California UNRUH Civil Rights Act

(Ms. Gomez Against All Defendants)

58. Plaintiff realleges and incorporates by reference paragraphs 1 through 57 of this complaint, and makes them a part hereof as though fully set forth herein.

59. The Unruh Civil Rights Act states:

All persons within the jurisdiction of this state are free and equal, and no matter what their sex, race, color, religion, ancestry, national origin, *disability, medical condition*, marital status, or sexual orientation are entitled to the full and equal accommodations, advantages, facilities, privileges, or services in all business establishments of every kind whatsoever.

CAL. CIV. CODE § 51(b) (emphasis added).

1 60. In committing the acts herein alleged, defendants have engaged in a
2 practice of unlawful discrimination in the operation of the subject property based on
3 disability against Ms. Gomez, and therefore have discriminated against Ms. Gomez in
4 violation of the California Unruh Civil Rights Act. CAL. CIV. CODE §§ 51 and 54.1.

5 **SEVENTH CLAIM FOR RELIEF**

6 **Violation of Cal. Bus. & Prof. Code § 17200 *et seq.***

7 **(Ms. Gomez Against All Defendants)**

8 61. Plaintiff realleges and incorporates by reference paragraphs 1 through 60 of
9 this complaint, and makes them a part hereof as though fully set forth herein.

10 62. Defendants' conduct was immoral, unethical, oppressive, unscrupulous, or
11 substantially injurious to consumers, or threatens or harms competition, such that it
12 constitutes an unfair practice under the Unfair Competition Act. CAL. BUS. & PROF.
13 CODE § 17200 *et seq.* The aforementioned conduct of Defendants, and each of them,
14 against Ms. Gomez was likely to deceive, and thus constituted a fraudulent practice under
15 the Unfair Competition Act.

16 63. In committing the acts alleged herein, Defendants have engaged in a
17 practice of unlawful discrimination in the operation of the subject property based on
18 disability, and therefore have engaged in acts of unfair competition or unlawful business
19 practices as defined in California Business & Professions Code § 17200 *et seq.*
20 Defendants have profited from the conduct and are consequently required to disgorge
21 their ill-gotten profits by making restitution to the victims of their conduct.

22 **EIGHTH CLAIM FOR RELIEF**

23 **Negligence**

24 **(Ms. Gomez Against All Defendants)**

25 64. Plaintiff realleges and incorporates by reference paragraphs 1 through 63 of
26 this complaint, and makes them a part hereof as though fully set forth herein.

27 65. Defendants breached their duty to Ms. Gomez by the acts alleged herein.

1 The acts of Defendants were careless and negligent.

2 66. As a direct result of Defendants' acts and omissions, Ms. Gomez suffered
3 rent overpayment, loss of the use and enjoyment of her rental unit, and damages of
4 personal property loss, bodily injury and emotional distress.

5 **PRAYER FOR RELIEF**

6 WHEREFORE, Plaintiff Maria Gomez and the United States of America
7 respectfully request the following specific relief and judgment against the
8 DEFENDNANTS, and each of them, jointly and separately, as follows:

9 1. Declare that Defendants violated the False Claims Act and are liable to the
10 United States of America;

11 2. Declare that the discriminatory practices of Defendants as set forth above
12 violate the Fair Housing Act, California Fair Employment and Housing Act, California
13 Unruh Civil Rights Act, and California Unfair Business Practices Act;

14 3. Enjoin Defendants, their agents, employees, successors, and all other
15 persons in active concert or participation with any of Defendants from continuing to
16 discriminate on the basis of disability against Plaintiff Gomez or against any other person
17 who is a tenant at the subject property or any other properties owned or managed by
18 Defendants, or a potential applicant for tenancy in any of the properties owned or
19 managed by Defendants, in violation of the above federal and state laws;

20 4. Assess a civil penalty against Defendants for each separate violation of the
21 False Claims Act in the amount of not less than \$5,500 or more than \$11,000;

22 5. Award the United States three times the amount of damages, which it
23 sustained as a result of the Defendants' acts;

24 6. Award Plaintiff Gomez the *qui tam* plaintiff's share of the proceeds or
25 settlement pursuant to 31 U.S.C. § 3730 (d);

26 7. Award three times the excess rent that Defendants collected, demanded or
27 retained from Ms. Gomez, pursuant to Los Angeles Municipal Code § 151.10(A);
28

1 8. Award up to three times the amount of actual damages, but not less than
2 \$4,000 for each violation, against each DEFENDANT pursuant to California Civil Code
3 section 52;

4 9. Award general, special, and actual damages with interest according to proof;

5 10. Award of reasonable attorney's fees and costs to Plaintiff Gomez pursuant to
6 the federal False Claims Act, the federal Fair Housing Act, and the California Fair
7 Employment and Housing Act, and the Los Angeles Municipal Code § 151.10(A);

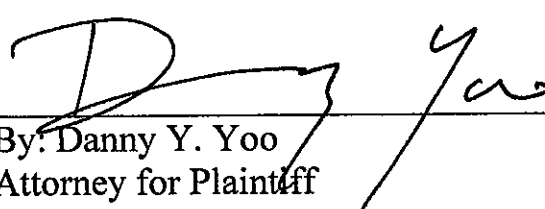
8 11. Award punitive damages sufficient to punish Defendants, and each of them,
9 and deter others from engaging in similar misconduct in the future;

10 12. For all other Orders, findings and determinations identified and sought in
11 this Complaint; and

12 13. For such further relief as the Court deems just and proper.
13
14
15

16 Dated:

Respectfully Submitted,

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20 By: Danny Y. Yoo
21 Attorney for Plaintiff
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**UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA**

NOTICE OF ASSIGNMENT TO UNITED STATES MAGISTRATE JUDGE FOR DISCOVERY

This case has been assigned to District Judge A. Howard Matz and the assigned discovery Magistrate Judge is Rosalyn M. Chapman.

The case number on all documents filed with the Court should read as follows:

CV08- 3500 AHM (RCx)

Pursuant to General Order 05-07 of the United States District Court for the Central District of California, the Magistrate Judge has been designated to hear discovery related motions.

All discovery related motions should be noticed on the calendar of the Magistrate Judge

=====

NOTICE TO COUNSEL

A copy of this notice must be served with the summons and complaint on all defendants (if a removal action is filed, a copy of this notice must be served on all plaintiffs).

Subsequent documents must be filed at the following location:

☒ **Western Division**
312 N. Spring St., Rm. G-8
Los Angeles, CA 90012

☐ **Southern Division**
411 West Fourth St., Rm. 1-053
Santa Ana, CA 92701-4516

☐ **Eastern Division**
3470 Twelfth St., Rm. 134
Riverside, CA 92501

Failure to file at the proper location will result in your documents being returned to you.

UNITED STATES DISTRICT COURT, CENTRAL DISTRICT OF CALIFORNIA
CIVIL COVER SHEET

I (a) PLAINTIFFS (Check box if you are representing yourself <input type="checkbox"/>) UNITED STATES OF AMERICA ex rel. MARIA L. GOMEZ, an individual (b) County of Residence of First Listed Plaintiff (Except in U.S. Plaintiff Cases): Los Angeles (c) Attorneys (Firm Name, Address and Telephone Number. If you are representing yourself, provide same.) LIAM J. GARLAND - SBN 215466 (213) 387-8400 DANNY Y. YOO - SBN 251574 520 S. Virgil Ave., Suite 400 Los Angeles, CA 90020	DEFENDANTS ELIAS BARHOUM; JAMES MALOUF, aka JAMES MALOOF, aka JIM MALOOF; JUANA VELAZQUEZ County of Residence of First Listed Defendant (In U.S. Plaintiff Cases Only): Los Angeles Attorneys (If Known)
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II. BASIS OF JURISDICTION (Place an X in one box only.) <input checked="" type="checkbox"/> 1 U.S. Government Plaintiff <input type="checkbox"/> 3 Federal Question (U.S. Government Not a Party) <input type="checkbox"/> 2 U.S. Government Defendant <input type="checkbox"/> 4 Diversity (Indicate Citizenship of Parties in Item III)	III. CITIZENSHIP OF PRINCIPAL PARTIES - For Diversity Cases Only (Place an X in one box for plaintiff and one for defendant.) <table style="width:100%;"> <tr> <td style="width:30%;">Citizen of This State</td> <td style="width:10%;">PTF <input checked="" type="checkbox"/> 1</td> <td style="width:10%;">DEF <input checked="" type="checkbox"/> 1</td> <td style="width:30%;">Incorporated or Principal Place of Business in this State</td> <td style="width:10%;">PTF <input type="checkbox"/> 4</td> <td style="width:10%;">DEF <input type="checkbox"/> 4</td> </tr> <tr> <td>Citizen of Another State</td> <td><input type="checkbox"/> 2</td> <td><input type="checkbox"/> 2</td> <td>Incorporated and Principal Place of Business in Another State</td> <td><input type="checkbox"/> 5</td> <td><input type="checkbox"/> 5</td> </tr> <tr> <td>Citizen or Subject of a Foreign Country</td> <td><input type="checkbox"/> 3</td> <td><input type="checkbox"/> 3</td> <td>Foreign Nation</td> <td><input type="checkbox"/> 6</td> <td><input type="checkbox"/> 6</td> </tr> </table>	Citizen of This State	PTF <input checked="" type="checkbox"/> 1	DEF <input checked="" type="checkbox"/> 1	Incorporated or Principal Place of Business in this State	PTF <input type="checkbox"/> 4	DEF <input type="checkbox"/> 4	Citizen of Another State	<input type="checkbox"/> 2	<input type="checkbox"/> 2	Incorporated and Principal Place of Business in Another State	<input type="checkbox"/> 5	<input type="checkbox"/> 5	Citizen or Subject of a Foreign Country	<input type="checkbox"/> 3	<input type="checkbox"/> 3	Foreign Nation	<input type="checkbox"/> 6	<input type="checkbox"/> 6
Citizen of This State	PTF <input checked="" type="checkbox"/> 1	DEF <input checked="" type="checkbox"/> 1	Incorporated or Principal Place of Business in this State	PTF <input type="checkbox"/> 4	DEF <input type="checkbox"/> 4														
Citizen of Another State	<input type="checkbox"/> 2	<input type="checkbox"/> 2	Incorporated and Principal Place of Business in Another State	<input type="checkbox"/> 5	<input type="checkbox"/> 5														
Citizen or Subject of a Foreign Country	<input type="checkbox"/> 3	<input type="checkbox"/> 3	Foreign Nation	<input type="checkbox"/> 6	<input type="checkbox"/> 6														

IV. ORIGIN (Place an X in one box only.)

☒ 1 Original Proceeding
 ☐ 2 Removed from State Court
 ☐ 3 Remanded from Appellate Court
 ☐ 4 Reinstated or Reopened
 ☐ 5 Transferred from another district (specify): _____
 ☐ 6 Multi-District Litigation
 ☐ 7 Appeal to District Judge from Magistrate Judge

V. REQUESTED IN COMPLAINT: JURY DEMAND: ☐ Yes ☒ No (Check 'Yes' only if demanded in complaint.)

CLASS ACTION under F.R.C.P. 23: ☐ Yes ☒ No **MONEY DEMANDED IN COMPLAINT:** \$ _____

VI. CAUSE OF ACTION (Cite the U.S. Civil Statute under which you are filing and write a brief statement of cause. Do not cite jurisdictional statutes unless diversity.)
 31 U.S.C. Section 3729 et seq. Plaintiff brings a cause of action under the False Claims Act and other Federal and State laws.

VII. NATURE OF SUIT (Place an X in one box only.)

OTHER STATUTES <input type="checkbox"/> 400 State Reapportionment <input type="checkbox"/> 410 Antitrust <input type="checkbox"/> 430 Banks and Banking <input type="checkbox"/> 450 Commerce/ICC Rates/etc. <input type="checkbox"/> 460 Deportation <input type="checkbox"/> 470 Racketeer Influenced and Corrupt Organizations <input type="checkbox"/> 480 Consumer Credit <input type="checkbox"/> 490 Cable/Sat TV <input type="checkbox"/> 810 Selective Service <input type="checkbox"/> 850 Securities/Commodities /Exchange <input type="checkbox"/> 875 Customer Challenge 12 USC 3410 <input checked="" type="checkbox"/> 890 Other Statutory Actions <input type="checkbox"/> 891 Agricultural Act <input type="checkbox"/> 892 Economic Stabilization Act <input type="checkbox"/> 893 Environmental Matters <input type="checkbox"/> 894 Energy Allocation Act <input type="checkbox"/> 895 Freedom of Info. Act <input type="checkbox"/> 900 Appeal of Fee Determination Under Equal Access to Justice <input type="checkbox"/> 950 Constitutionality of State Statutes	CONTRACT <input type="checkbox"/> 110 Insurance <input type="checkbox"/> 120 Marine <input type="checkbox"/> 130 Miller Act <input type="checkbox"/> 140 Negotiable Instrument <input type="checkbox"/> 150 Recovery of Overpayment & Enforcement of Judgment <input type="checkbox"/> 151 Medicare Act <input type="checkbox"/> 152 Recovery of Defaulted Student Loan (Excl. Veterans) <input type="checkbox"/> 153 Recovery of Overpayment of Veteran's Benefits <input type="checkbox"/> 160 Stockholders' Suits <input type="checkbox"/> 190 Other Contract <input type="checkbox"/> 195 Contract Product Liability <input type="checkbox"/> 196 Franchise REAL PROPERTY <input type="checkbox"/> 210 Land Condemnation <input type="checkbox"/> 220 Foreclosure <input type="checkbox"/> 230 Rent Lease & Ejectment <input type="checkbox"/> 240 Torts to Land <input type="checkbox"/> 245 Tort Product Liability <input type="checkbox"/> 290 All Other Real Property	TORTS PERSONAL INJURY <input type="checkbox"/> 310 Airplane <input type="checkbox"/> 315 Airplane Product Liability <input type="checkbox"/> 320 Assault, Libel & Slander <input type="checkbox"/> 330 Fed. Employers' Liability <input type="checkbox"/> 340 Marine <input type="checkbox"/> 345 Marine Product Liability <input type="checkbox"/> 350 Motor Vehicle <input type="checkbox"/> 355 Motor Vehicle Product Liability <input type="checkbox"/> 360 Other Personal Injury <input type="checkbox"/> 362 Personal Injury-Med Malpractice <input type="checkbox"/> 365 Personal Injury-Product Liability <input type="checkbox"/> 368 Asbestos Personal Injury Product Liability	TORTS PERSONAL PROPERTY <input type="checkbox"/> 370 Other Fraud <input type="checkbox"/> 371 Truth in Lending <input type="checkbox"/> 380 Other Personal Property Damage <input type="checkbox"/> 385 Property Damage Product Liability BANKRUPTCY <input type="checkbox"/> 422 Appeal 28 USC 158 <input type="checkbox"/> 423 Withdrawal 28 USC 157 CIVIL RIGHTS <input type="checkbox"/> 441 Voting <input type="checkbox"/> 442 Employment <input type="checkbox"/> 443 Housing/Accommodations <input type="checkbox"/> 444 Welfare <input type="checkbox"/> 445 American with Disabilities - Employment <input type="checkbox"/> 446 American with Disabilities - Other <input type="checkbox"/> 440 Other Civil Rights	PRISONER PETITIONS <input type="checkbox"/> 510 Motions to Vacate Sentence Habeas Corpus <input type="checkbox"/> 530 General <input type="checkbox"/> 535 Death Penalty <input type="checkbox"/> 540 Mandamus/Other <input type="checkbox"/> 550 Civil Rights <input type="checkbox"/> 555 Prison Condition FORFEITURE / PENALTY <input type="checkbox"/> 610 Agriculture <input type="checkbox"/> 620 Other Food & Drug <input type="checkbox"/> 625 Drug Related Seizure of Property 21 USC 881 <input type="checkbox"/> 630 Liquor Laws <input type="checkbox"/> 640 R.R. & Truck <input type="checkbox"/> 650 Airline Regs <input type="checkbox"/> 660 Occupational Safety /Health <input type="checkbox"/> 690 Other	LABOR <input type="checkbox"/> 710 Fair Labor Standards Act <input type="checkbox"/> 720 Labor/Mgmt. Relations <input type="checkbox"/> 730 Labor/Mgmt. Reporting & Disclosure Act <input type="checkbox"/> 740 Railway Labor Act <input type="checkbox"/> 790 Other Labor Litigation <input type="checkbox"/> 791 Empl. Ret. Inc. Security Act PROPERTY RIGHTS <input type="checkbox"/> 820 Copyrights <input type="checkbox"/> 830 Patent <input type="checkbox"/> 840 Trademark SOCIAL SECURITY <input type="checkbox"/> 861 HIA (1395ff) <input type="checkbox"/> 862 Black Lung (923) <input type="checkbox"/> 863 DIWC/DIWW (405(g)) <input type="checkbox"/> 864 SSID Title XVI <input type="checkbox"/> 865 RSI (405(g)) FEDERAL TAX SUITS <input type="checkbox"/> 870 Taxes (U.S. Plaintiff or Defendant) <input type="checkbox"/> 871 IRS-Third Party 26 USC 7609
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VIII(a). IDENTICAL CASES: Has this action been previously filed and dismissed, remanded or closed? ☒ No ☐ Yes

If yes, list case number(s): _____

FOR OFFICE USE ONLY: Case Number: _____

CV08-03500

UNITED STATES DISTRICT COURT, CENTRAL DISTRICT OF CALIFORNIA

CIVIL COVER SHEET

AFTER COMPLETING THE FRONT SIDE OF FORM CV-71, COMPLETE THE INFORMATION REQUESTED BELOW.

VIII(b). RELATED CASES: Have any cases been previously filed that are related to the present case? ☒ No ☒ Yes *DN*

If yes, list case number(s): _____

Civil cases are deemed related if a previously filed case and the present case:

- (Check all boxes that apply)
- ☐ A. Arise from the same or closely related transactions, happenings, or events; or
- ☐ B. Call for determination of the same or substantially related or similar questions of law and fact; or
- ☐ C. For other reasons would entail substantial duplication of labor if heard by different judges; or
- ☐ D. Involve the same patent, trademark or copyright, and one of the factors identified above in a, b or c also is present.

IX. VENUE: List the California County, or State if other than California, in which EACH named plaintiff resides (Use an additional sheet if necessary)

☒ Check here if the U.S. government, its agencies or employees is a named plaintiff.*Los Angeles County*

List the California County, or State if other than California, in which EACH named defendant resides. (Use an additional sheet if necessary).

☐ Check here if the U.S. government, its agencies or employees is a named defendant.*Los Angeles County*

List the California County, or State if other than California, in which EACH claim arose. (Use an additional sheet if necessary)

Note: In land condemnation cases, use the location of the tract of land involved.

Los Angeles County

X. SIGNATURE OF ATTORNEY (OR PRO PER):

D. J. Yu

Date

5/28/08

Notice to Counsel/Parties: The CV-71 (JS-44) Civil Cover Sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law. This form, approved by the Judicial Conference of the United States in September 1974, is required pursuant to Local Rule 3-1 is not filed but is used by the Clerk of the Court for the purpose of statistics, venue and initiating the civil docket sheet. (For more detailed instructions, see separate instructions sheet.)

Key to Statistical codes relating to Social Security Cases:

Nature of Suit Code	Abbreviation	Substantive Statement of Cause of Action
861	HIA	All claims for health insurance benefits (Medicare) under Title 18, Part A, of the Social Security Act, as amended. Also, include claims by hospitals, skilled nursing facilities, etc., for certification as providers of services under the program. (42 U.S.C. 1935FF(b))
862	BL	All claims for "Black Lung" benefits under Title 4, Part B, of the Federal Coal Mine Health and Safety Act of 1969. (30 U.S.C. 923)
863	DIWC	All claims filed by insured workers for disability insurance benefits under Title 2 of the Social Security Act, as amended; plus all claims filed for child's insurance benefits based on disability. (42 U.S.C. 405(g))
863	DIWW	All claims filed for widows or widowers insurance benefits based on disability under Title 2 of the Social Security Act, as amended. (42 U.S.C. 405(g))
864	SSID	All claims for supplemental security income payments based upon disability filed under Title 16 of the Social Security Act, as amended.
865	RSI	All claims for retirement (old age) and survivors benefits under Title 2 of the Social Security Act, as amended. (42 U.S.C. (g))